

U. R. MASS.

## OPTION TO SETTLE CLAIMS FOR DAMAGES

### PART I

(Date) .....

WHEREAS, the Boston Redevelopment Authority (herein called "AUTHORITY") by an Order of Taking dated April 9, 1958, recorded in the Registry of Deeds for Suffolk County on April 23, 1958, did take in fee for a land assembly and redevelopment project an area described in and shown on a TAKING PLAN referred to in said Order of Taking; and

WHEREAS, the undersigned (herein called "CLAIMANT") represents that the CLAIMANT was at the time of the recording of said Order of Taking the owner of certain premises (herein called "PREMISES") within the taken area described as follows:

TAKING PLAN  
PARCEL NO.

ADDRESS  
NO. STREET

AREA  
SQ. FT.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1) and other valuable consideration in hand to the CLAIMANT paid, the receipt whereof the CLAIMANT hereby acknowledges, the CLAIMANT

hereby agrees, at the option of the AUTHORITY, to accept the sum of .....

..... dollars (\$.....), subject to the terms and conditions set forth on the reverse side hereof, in full settlement of any and all claims or damages caused to or sustained by or to be caused to or sustained by the CLAIMANT and all other persons, including mortgagees of record and lessees, having any and all interest in said PREMISES, or entitled to any claims or damages, by reason of said taking.

EXECUTED AS A SEALED INSTRUMENT the day and year above written.

(If a corporation is owner, use the following form)

[CORPORATE SEAL]

Name of Corporation

Post Office  
Address .....

By .....  
Name of Officer hereunto duly authorized

Post Office  
Address .....

Option negotiated by .....

Approved: (Date) .....

Post Office  
Address .....

Assented to:

BOSTON REDEVELOPMENT AUTHORITY

Counsel

Post Office  
Address .....

Option Exercised: (Date) .....

Approved by H.H.F.A.: (Date) .....

Post Office  
Address .....

Post Office  
Address .....



## PART II

### TERMS AND CONDITIONS

In this option the following words shall have the following meaning when the context so requires or admits: "AUTHORITY", the Boston Redevelopment Authority, its successors and assigns; "CLAIMANT", any and all persons, including but not limited to mortgagees and lessees having a title interest in the PREMISES and/or entitled to damages by reason of the taking of said PREMISES and shall include both singular and plural and heirs, administrators, executors, successors and assigns; "PREMISES", a parcel or parcels of land within the area taken and shown on the TAKING PLAN together with trees, buildings or other structures standing upon or affixed thereto with all privileges and appurtenances belonging thereto and including the CLAIMANT'S title interest in and to all abutting public and private streets, ways, highways, passageways, avenues, courts, alleys and places; "TAKING PLAN", a plan by Henry F. Bryant & Son, Inc., Engineers, Brookline, Mass., dated March 24, 1958, entitled "Property Line Map, West End, U. R. Mass. 2-3, Boston Redevelopment Authority, Boston—Suffolk County—Massachusetts, Plan Nos. 1A to 1E inclusive, referred to in and filed with said Order of Taking recorded with Suffolk Registry of Deeds, April 23, 1958.

This option may be exercised by the AUTHORITY, by mailing notice thereof by registered mail in or within one (1) month from the date hereof to the CLAIMANT (or, if more than one person constitutes the CLAIMANT, to any one of such persons) at the address herein given; and upon such mailing, this option shall become a contract for the settlement and release of all of the claims and damages herein described and for the delivery of a deed of said PREMISES by the CLAIMANT to the AUTHORITY, at the price herein set forth and upon the terms and conditions hereof. If this option is exercised, notice of the time and place of closing (the time of such closing to be in or within two (2) months from the mailing of notice of exercise of this option) shall be mailed by ordinary mail, postage prepaid, to the CLAIMANT, or if more than one person constitutes the CLAIMANT, to any one of said persons.

Upon closing, the CLAIMANT shall deliver to the AUTHORITY the following instruments: (1) "Release of All Demands", an instrument whereby the CLAIMANT does release, acquit and forever discharge the AUTHORITY of and from all claims and demands whatever for damages, costs, expenses, and compensation for, on account of or in any way growing out of the taking of said PREMISES by the AUTHORITY, and whereby the CLAIMANT does covenant with the AUTHORITY forever to indemnify and save harmless the AUTHORITY against all claims and demands of all persons for damages, costs, expenses or compensation for, on account of, or in any way growing out of the taking of said PREMISES by the AUTHORITY: (2) and "Agreement for Judgment and Judgment Satisfied" signed by attorneys of record for the CLAIMANT: (3) a "Deed" to said PREMISES properly executed and acknowledged by the CLAIMANT granting to the AUTHORITY said PREMISES a good and clear record and marketable title except for said Order of Taking recorded as aforesaid. All revenue stamps necessary in the opinion of the AUTHORITY or its attorney, shall be affixed to said deed by the CLAIMANT prior to delivery thereof. All of the foregoing instruments may be embodied in one or more instruments at the discretion of the AUTHORITY and all of said instruments shall be satisfactory in form and substance to the AUTHORITY.

The price shall be payable in cash or by check of the AUTHORITY, drawn to the order of the CLAIMANT. Possession of said premises shall be delivered to the AUTHORITY at the time of closing unless the AUTHORITY shall have already possession thereof.

All recording or filing fees in connection with the satisfaction or discharge of any actual or apparent mortgages, encumbrances or liens on or against the PREMISES or such prospective recording or filing fees shall be paid by the CLAIMANT. If at the time of the delivery of said deed the PREMISES or any part thereof shall be or shall have been effected by an assessment or assessments which are or may become payable in annual installments, of which the first installment is then a charge or lien or has been paid, then for the purposes hereof all the unpaid installations of any such assessment, including those which are to become due and payable after the delivery of said deed, shall be deemed to be due and payable and to be liens upon the PREMISES affected thereby and shall be paid and discharged by the CLAIMANT upon delivery of said deed. All expenses of examination of title and of preparing and recording said deed shall be paid by the Authority.

Taxes and water rates for the calendar year are to be apportioned as of the time of acquisition of title by the AUTHORITY. If such acquisition of title shall occur before the tax rate is declared or fixed, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. The risk of loss or damage to the property by fire or other casualty shall be upon and is assumed by the CLAIMANT until title shall have vested in the AUTHORITY.

The CLAIMANT agrees and assents to the AUTHORITY'S taking of said PREMISES by eminent domain, and agrees and represents that the sum herein set forth is the fair market value of said PREMISES, inclusive of every interest therein.

The CLAIMANT agrees that this option shall not be revocable and that the CLAIMANT will not assign or encumber any claim arising out of said taking or purport to sell, mortgage, encumber, or otherwise dispose of said PREMISES or any part thereof prior to said expiration date, except to the AUTHORITY.



THE UNIVERSITY OF CHICAGO

PH.D. THESIS

BY

JOHN H. ...

IN THE DEPARTMENT OF ...

CHICAGO, ILLINOIS

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